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EVIDENCE — DECLARATIONS IN COURSE OF DUTY — SINGLE CARD FROM A CARD-SYSTEM AS EVIDENCE. — The plaintiff, a physician, in order to prove services rendered to the decedent, offered in evidence a card, showing the name of the decedent, her address, and the dates of all visits made to her. Other evidence showed that such a card was kept for each patient, and the series formed the only books of the plaintiff. *Held*, that the card was not receivable. *Daniel's Estate*, 77 Leg. Int. 134.

Contemporaneous entries made in the regular course of business are a well-recognized exception to the rule that hearsay declarations are not admissible in evidence. *Shove v. Wiley*, 18 Pick. 558; *The Mayor v. Second Avenue R. R. Co.*, 102 N. Y. 572. The habitual accuracy of such entries, the ease with which errors are discovered, and the fear of the consequences of such discovery to the entrant make such evidence sufficiently trustworthy. The fact that pages may be readily substituted in a loose-leaf book, lessening probability of discovery, makes entries in such books less trustworthy. Yet the courts receive them. *Wyman, Partridge & Co. v. Henne*, 127 Minn. 535, 149 N. W. 647; *Armstrong Clothing Co. v. Boggs*, 90 Neb. 499, 133 N. W. 1122. See *WIGMORE*, EVIDENCE, § 1548. Even separate slips, not bound in any way, such as workmen's time slips and cashiers' deposit slips, have been admitted. *New York Motor Car Co. v. Greenfield*, 145 N. Y. Supp. 33; *Ricker v. Davis*, 160 Iowa, 37, 139 N. W. 1110. A rule of evidence admitting a single slip of this sort would be open to the objection that the jury can not, in determining credibility, judge of its accuracy by comparison with other entries. This objection would not apply to the principal case, however, because the card contained various entries made at various times. It resembled a complete ledger page. See *Presley Co. v. Illinois Central R. R. Co.*, 120 Minn. 295, 139 N. W. 609. Thus the principal case can not be supported.

GIFTS — GIFTS *CAUSA MORTIS* — EFFECT OF THE TRANSFER OF A SAVINGS BANK DEPOSIT TO JOINT ACCOUNT OF TRANSFEROR AND TRANSFeree — WHAT CONSTITUTES DELIVERY. — Three days before death the intestate, who had a deposit in a savings bank, delivered to the plaintiff the savings account book together with a written order to the bank to pay to the joint account of herself and the transferee. The transfer was accordingly made, and, after the depositor's death, the account was transferred to the plaintiff, who notified relatives of the deceased that she was holding the money for them. *Held*, that the plaintiff is not entitled to the fund. *Hayes v. Claessens*, 179 N. Y. Supp. 153 (App. Div.).

A delivery of the specialty with an intention to transfer the entire property will operate to vest in the transferee the legal and equitable interest in the chose. *Hill v. Stevenson*, 63 Me. 364. See *In re Meyer's Estate*, 125 N. E. 219 (Ind.); *Cogswell v. Newburyport Institution for Savings*, 165 Mass. 524, 43 N. E. 296. And a delivery of the specialty with an intention to convey a joint interest should be effective to that extent. When there has been no delivery of the account book a transfer to a joint account of the depositor and another offers the difficulty that the transferor retains complete control over the subject of the gift. *Denigan v. Hibernia Loan & Savings Society*, 127 Cal. 137, 59 Pac. 389; *Norway Savings Bank v. Merriam*, 88 Me. 146, 33 Atl. 840. But even in such a case the gift has been enforced as a valid chose against the bank. *Deal's Administrator v. The Savings Bank*, 120 Va. 297, 91 S. E. 135. Or as a trust. *Booth v. Oakland Bank*, 122 Cal. 19, 54 Pac. 370. Or even as a gift. *State Bank v. Johnson*, 151 Mich. 538, 115 N. W. 464. The court has apparently confused the case with the situation where the donor retains complete control. It finds its solution in an absence of an intention on the part of the donor to make a gift. Although the donor may not have intended to vest the full beneficial ownership in the donee, there was an intention to give complete control